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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON
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JAMES R. LARSEN, CLERK
DEPUTY
SPOKANE, WASHINGTON

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,)

v.)

SUNWEST MANAGEMENT, INC.,)
and RICHLAND SPECIAL CARE, LLC,)
dba QUAIL HOLLOW ASSISTED)
LIVING COMMUNITY,)

Defendants,)

and)

ROXSAND SANTILLAN,)

Plaintiff-Intervenor,)

v.)

SUNWEST MANAGEMENT, INC.,)
and RICHLAND SPECIAL CARE, LLC,)
dba QUAIL HOLLOW ASSISTED)
LIVING COMMUNITY, and ELAINE)
and JOHN DOE MCKEVER, husband)
and wife, and SUSAN and JOHN DOE)
DENNE, husband and wife,)

Defendant-Intervenors.)

CASE NO. CV-04-5088-RHW

CONSENT DECREE AND
~~(PROPOSED)~~ ORDER OF
DISMISSAL

I. INTRODUCTION

1. This action originated with a discrimination charge filed by Roxsant Santillan

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1 (“Charging Party”) with the Equal Employment Opportunity Commission (“EEOC”). The
 2 Charging Party alleged that Sunwest Management, Inc. and Richland Special Care, LLC. dba
 3 Quail Hollow Assisted Living Community (“Defendants”) discriminated against her on the basis
 4 of sex by failing to hire her because she was pregnant in violation of Title VII of the Civil Rights
 5 Act of 1964, as amended (“Title VII”), 42 U.S.C. § 2000e et seq.

6 2. The EEOC sent Defendants a Letter of Determination with findings of reasonable
 7 cause that it had violated Title VII.

8 3. The Commission filed this lawsuit on May 5, 2004 in the United States District
 9 Court for the Eastern District of Washington on behalf of the Charging Party. Charging Party
 10 Roxsant Santillan intervened on October 12, 2004.

11 4. The EEOC, Charging Party and Defendants want to conclude all claims of the
 12 Charging Party without expending further resources in contested litigation.

13 **II. NON-ADMISSION OF LIABILITY AND NON-DETERMINATION BY THE COURT**

14 5. This Consent Decree is not an admission of wrongdoing or an adjudication or
 15 finding on the merits of the case. This Consent Decree shall not be used as evidence of liability
 16 or for purposes of res judicata or collateral estoppel in any legal proceeding against the
 17 Defendants. Neither the agreement to enter this Decree, nor the Decree shall be admissible in
 18 any proceeding as an admission by Defendants of any violation of, failure to comply with,
 19 interference, retaliation or obstruction of compliance with Title VII or any other employment law
 20 or order.

21 **III. SETTLEMENT SCOPE**

22 6. This Consent Decree is the final and complete resolution of all allegations of
 23 unlawful employment practices contained in the complaint filed herein on behalf of the Charging
 24 Party by the EEOC’s and Intervenor’s complaint, including all claims for attorney fees and costs.
 25 The terms of this Consent Decree shall apply to employees at Defendants’ Richland, Washington

1 facility. The Consent Decree resolves all issues and claims arising out of this Complaint and is
2 binding and final as to all such issues and claims.

3 **IV. JURISDICTION AND VENUE**

4 7. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§451, 1331, 1337,
5 1343 and 1345. Plaintiff EEOC's action is authorized pursuant to Section 706(f)(1) and (3) of
6 Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e-5(f)(1) and (3) and
7 2000e-6 ("Title VII") and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. §1981a. The
8 employment practices alleged to be unlawful in the EEOC's Complaint filed herein occurred
9 within the jurisdiction of the United States District Court for the Eastern District of Washington.

10 **V. DEFINITION OF TERMS**

11 For the purposes of this Consent Decree, the following definitions shall apply:

12 8. "The Effective Date of the Consent Decree" is the date the United States District
13 Court for the Eastern District of Washington enters the Consent Decree and (Proposed) Order of
14 Dismissal.

15 9. Unless otherwise indicated, the word "days" refers to calendar days.

16 10. "Formal or Informal Complaints" includes any complaint, whether written or oral,
17 made to a manager or supervisor with the Defendants.

18 **VI. MONETARY RELIEF**

19 11. In settlement of the EEOC's and the Charging Party/Intervener's claims in this
20 lawsuit, Defendants have agreed to pay the Intervenor the total lump sum of \$50,000.00.
21 Payments shall be made pursuant to a separate Release Agreement between Roxsant Santillan
22 and Defendants.

23 **VII. INJUNCTIVE RELIEF**

24 **A. Compliance with Title VII**

25 12. Defendants reaffirm their commitment to comply with Title VII. To further this

1 commitment, Defendants shall monitor the affirmative obligations of this Consent Decree. The
2 terms of this Consent Decree apply to all employees of Defendants' Richland, Washington
3 facility.

4 13. Defendants will not retaliate against any employee for opposing a practice deemed
5 unlawful by Title VII or for making a charge, testifying, assisting, or participating in any
6 investigation, proceeding, or hearing associated with this action.

7 14. Defendants, its officers, agents, and employees are hereby enjoined from engaging
8 in personnel practices which unlawfully discriminate against applicants and employees in
9 violation of Title VII. In recognition of its obligations under Title VII, Defendants will institute
10 the policies and practices set forth below.

11 **B. Review of Anti-Discrimination Policies**

12 15. Defendants, with the assistance of counsel will conduct an internal review and
13 audit of Defendants' anti-discrimination and harassment policies, practices and procedures. If
14 necessary, Defendants will either enhance or adopt a written policy that sets forth its anti-
15 discrimination policies and reporting mechanisms.

16 16. Defendants will distribute the revised anti-discrimination policy to all employees
17 within 45 days after entry of this decree.

18 17. This policy will be distributed to all present and future employees, both
19 management and non-management, in Defendants' Richland, Washington facilities, beginning 45
20 days after entry of this decree and continuing for the duration of the decree. Distribution to
21 temporary employees may consist of notification of the existence and the location of the policy.

22 18. Defendants affirm the following "Statement of Zero-Tolerance Policy and
23 Workplace Objectives":

24 Defendants are firmly committed to developing and maintaining a zero-tolerance
25 policy concerning discrimination and retaliation against individuals who report
discrimination in the company's hiring practices or workplace; to swiftly and

1 firmly responding to any acts of discrimination or retaliation of which the
2 company becomes aware; to implementing a disciplinary system that is designed
3 to strongly deter future acts of discrimination or retaliation; and to actively
4 monitoring its workplace in order to ensure tolerance, respect and dignity for all
5 people.

6 19. In order to effectuate the objectives embodied in the Defendants'
7 Statement of Zero-Tolerance Policy and Workplace Objectives and this Decree, the
8 Defendants will ensure the following policies, procedures, and practices are in effect:

9 (a) Anti-Discrimination Training.

10 (i) Defendants agrees that they shall provide annual anti-
11 discrimination training to all supervisors and managers in
12 charge of hiring; to provide anti-discrimination training to
13 all senior managers; and to provide training to all persons
14 charged with the handling of complaints of discrimination,
15 and/or retaliation in the workplace, and the techniques for
16 investigating and stopping it. This training shall
17 specifically include issues regarding pregnancy
18 discrimination. Defendants understand and agrees that this
19 training, particularly that directed towards senior managers,
20 may require one-on-one training or educational sessions.

21 (ii) Defendants agree that all training required by this Decree
22 shall be conducted by educators, consultants or attorneys
23 experienced in the area of anti-discrimination training.

24 (iii) Defendants agrees that they shall require the facility
25 Administrator to introduce the annual anti-discrimination

1 training to communicate Defendants' commitment to its
2 Statement of Zero-Tolerance Policy.

3
4 **C. Reporting**

5 20. Six months following the entry of this Decree and every six months
6 thereafter for the duration of the Decree, Defendants will send the EEOC a written report
7 of individuals who complained of discrimination or retaliation during the prior six-month
8 period, along with an explanation as to all actions taken with regards to such complaints.

9 21. Defendants shall submit a final report to the EEOC 30 days before the
10 Consent Decree expires containing a statement that it has complied with all the terms of
11 this Consent Decree.

12
13 **D. Posting**

14 22. Within two (2) weeks after entry of this Decree, Defendants shall post a
15 notice in the form of Exhibit 1 attached to this Decree in prominent and conspicuous
16 location(s) in or near the employee cafeteria, lunchroom or other place within
17 Defendants' facility where employees tend to gather. The notice shall remain posted for
18 the duration of this Decree. In the event that the persons and/or departments to whom
19 individuals should make complaints alleging discrimination and/or retaliation change
20 during the term of the Decree, such that the information contained on the notice is no
21 longer accurate, Defendants shall immediately prepare a new notice that contains the
22 correct information. Defendants shall thereupon promptly replace the old notices with the
23 revised notices. Defendants shall maintain a copy of this decree in its Personnel Office
24 for any employee who wishes to review it.
25

VIII. ENFORCEMENT

23. If the EEOC concludes that Defendants have breached this agreement, it may bring an action in the United States District Court for the Eastern District of Washington to enforce this Consent Decree. Before bringing an action for breach of the Decree, the EEOC shall first give Defendants a ten (10) days notice. The EEOC and Defendants shall use that 10-day period for good faith efforts to resolve the matter.

IX. RETENTION OF JURISDICTION

24. The United States District Court for the Eastern District of Washington shall retain jurisdiction over this matter for the duration of the Decree.

X. DURATION AND TERMINATION

25. This Decree shall be in effect for three (3) years, commencing with the date the Decree is filed. If the EEOC petitions the court for breach of agreement, and the court finds Defendants to be in violation of the terms of the Consent Decree, the court may extend this Consent Decree

XI. CONCLUSION

26. The provisions of this Consent Decree are not binding on the parties until

1 the authorized representatives for the Plaintiff EEOC and Defendants sign and the
2 court enters the Consent Decree into the record.

3 DATED this 6th day of April, 2005.

4
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6 Regional Attorney

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7 KATHRYN OLSON
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10 By: /s/ A. Luis Lucero, Jr.
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Counsel for Defendants

ORDER

The Court having considered the foregoing stipulated agreement of the parties. IT IS HEREBY ORDERED THAT the foregoing consent decree be, and the same is, approved as the final decree of this Court in full settlement of this action. This lawsuit is hereby dismissed with prejudice and without costs or attorneys' fees to any party. The Court retains jurisdiction of this matter for purposes of enforcing the consent decree approved herein.

DATED this 2 day of May, 2005.


UNITED STATES DISTRICT JUDGE